

NORTH CAROLINA INDUSTRIAL COMMISSION
RALEIGH, NORTH CAROLINARELEASE OF TORT CLAIM UNDER GENERAL STATUTES 143-291 *et seq.*

KNOW ALL MEN BY THESE PRESENTS, That I, ETHEL MILAM, (Claimant/Plaintiff), being over 18 years of age, for the sole consideration of \$85,000.00 (eighty-five thousand dollars and zero cents) to be paid by the North Carolina Zoological Park, the North Carolina Department of Natural and Cultural Resources, Travelers Insurance Company and the State of North Carolina, the payment whereof being made under the provision of General Statutes 143-291 *et seq.*, do hereby release and discharge and by these presents do for myself/ourselves, my/our heirs, executors, administrators and assigns release and forever discharge the State of North Carolina, North Carolina Zoological Park, the North Carolina Department of Natural and Cultural Resources, Travelers Insurance Company, and their current and former officers, employees, servants, and agents, and all other persons and entities, of and from any and all claims, demands, damages, actions, and causes of action of whatever kind or nature, on account of an accident which occurred on or about the 13th day of June, 2005 at the North Carolina Zoological Park, in Asheboro, Randolph County, North Carolina which is the subject of this Tort Claim.

Claimant/Plaintiff also acknowledges and agrees that all medical bills or other expenses of any kind or nature whatsoever incurred as a result of injuries sustained in said accident have been paid or will be paid out of these proceeds and Plaintiff agrees to indemnify and hold harmless the parties released hereby from any claims by any person or entity seeking the recovery of unpaid medical bills and other expenses. Plaintiff/Claimant further acknowledges that no lien by any third party exists on the proceeds of this settlement, or that if any valid lien exists, Plaintiff/Claimant agrees to pay the lien out of proceeds of this settlement, and agrees to indemnify and hold harmless the parties being released from any claims by any person or entity seeking the recovery of or enforcement of such liens.

Plaintiff/Claimant further hereby agrees to indemnify and save harmless the released parties of and from any and all claims of any sort from any party claiming to be subrogated or to have any other type of legal or equitable claim to the proceeds or any part of the proceeds paid in exchange for this release. This indemnification extends to and includes indemnification from all costs and attorney fees that might be incurred as a result of such claim.

Plaintiff/Claimant further warrants and represents that there are no existing liens in favor of any health service provider from which payment is due from the settlement proceeds described above or for which a claim exists by virtue of medical services provided to Plaintiff/Claimant; or in the event that such liens or claims do exist, Plaintiff/Claimant warrants and represents that such valid liens shall be fully compromised, settled, paid, or otherwise satisfied by express agreement with any such health service provider prior to the distribution of the settlement proceeds referred to herein. In the event that any of the released entities shall incur expense or sustain any monetary damage as a result of any valid claim made by such health care provider, insurance carrier or worker's compensation carrier (or any entity with any such subrogated claim) against the individuals or entities released relating to such liens, Plaintiff/Claimant does hereby agree to save and hold harmless the State of North Carolina, North Carolina Zoological Park, the North Carolina Department of Natural and Cultural Resources, Travelers Insurance Company, and all their past, present and future officers, employees, servants, and agents individually and officially from any and all reasonable costs, damages, interest, payments, or

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expense of any nature whatsoever they may incur or be compelled to pay as a result of any valid claim by such health care provider.

Furthermore, Plaintiff/Claimant expressly acknowledges that s/he has an independent legal obligation under 42 C.F.R. § 411.24(h), as currently in effect or hereinafter modified, to satisfy any Medicare lien or interest, which Plaintiff agrees is the sole and separate obligation of Plaintiff/Claimant. Plaintiff/Claimant will indemnify and will save and hold harmless the released entities for any failure of Plaintiff/Claimant to comply with payment requirements for any and all medical, hospital or other treatment liens required by State or Federal law to be paid. Plaintiff/Claimant will indemnify and will save and hold harmless the released entities for any valid claim that Medicare, Medicaid or other lien holder may have against them. Plaintiff/Claimant recognizes and understands that because of this settlement, Medicare, Medicaid or other healthcare insurers or payers may refuse to pay for future medical care for the claimed injuries, and that any such refusal in no way affects or modifies the terms of this agreement.

Plaintiff/Claimant understands that this release is made as compromise to avoid expense and to terminate all controversy and/or claims for injuries or damages of whatever nature, known or unknown, including future developments thereof, in compromise of a disputed claim, and it is therefore specifically agreed that this release shall be a complete bar to all claims or suit for injuries or damages of whatsoever nature resulting or to result from said accident. Plaintiff hereby agrees to file a Notice of Voluntary Dismissal with Prejudice of this action within 15 days of the receipt of the proceeds of this settlement.

IN WITNESS WHEREOF We have hereunto set our hands, this 12th day of June, 2017.

Plaintiff/Claimant:

Ethel William - ETHEL WILLIAM

Name (Sign and Print)

Stafford Peebles
Mr. Stafford Peebles
Attorney for Plaintiff

AGREED TO:

Alexander G. Walton
Alexander G. Walton
NC Department of Justice

Approved by:

Brad D, Deputy Commissioner
North Carolina Industrial Commission
Date: 6/12/17